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**[✉] RE: FW: Annett Holdings v. Underwriters
at Lloyd's and Other Insurance Companies, N.D. Ill. No. 08-11-
Without Prejudice Under FRE 408**

From: David Maloof <Dmaloof@maloofandbrowne.com>
To: Todd Strother <Strother.Todd@bradshawlaw.com>, Todd Barton
<tbarton@maloofandbrowne.com>, Thomas Eagan <teagan@maloofandbrowne.com>
CC: Bradley Beaman <Beaman.Bradley@bradshawlaw.com>, Denny Dennis
<Dennis.Denny@bradshawlaw.com>, <cwerner@smithandbent.com>
Date: Mar 13 2008 - 5:21pm

EXHIBIT

We are of course working on our response to your letter and filing.

Before we throw into the hands of the court the issue of what forum (mediation, arbitration, Washington, Illinois, etc...) we should be in, it makes some sense to try to save on "sideways" litigation and explore an agreement. I understood from your prior email that your client's primary interest is in having the matter resolved in Federal Court, not State Court or arbitration.

My clients, as you know, initially instructed me to undertake a mediation, so as to first seek a commercial resolution.

Would it make sense to explore with our respective clients an agreement to complete the Washington mediation and, if that fails to result in resolution, then litigation in the WD of Washington?

There is no doubt that as to TMC the Court will order mediation and arbitration if we seek that. And that the court will send the matter to Washington, where the vast majority of witnesses are located, if we seek that. Illinois is only the (un)fortunate place that the driver happened to fall asleep, the case simply has no connection to that state.

Before I go to my large group of clients, think about this and let me know if this type of resolution is even worth exploring with them, and I will do the same.

Sincerely,

David T. Maloof
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-----Original Message-----

From: Todd Strother [mailto:Strother.Todd@bradshawlaw.com]
Sent: Monday, March 10, 2008 2:45 PM
To: David Maloof; Todd Barton; Thomas Eagan
Cc: Bradley Beaman; Denny Dennis; cwerner@smithandbent.com
Subject: RE: FW: Annett Holdings v. Underwriters
atLloyd's and Other Insurance Companies, N.D. ILL. No. 08-11

Mr. Maloof-

RLI Insurance Company was personally served on 2-28-08 and Great American Insurance Company, Fireman's Fund Insurance Company and Tokio Marine & Nichido Fire Insurance Co. Ltd. were served through the director of insurance on 2-28-08.